

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 12									
1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. N66001-15-D-0056			2. DELIVERY ORDER/ CALL NO. 0011		3. DATE OF ORDER/ CALL (YYYYMMDD) 2016 Sep 20		4. REQ./ PURCH. REQUEST NO. 1300596996		5. PRIORITY										
6. ISSUED BY SPAWAR SYSTEMS CENTER PACIFIC KEIKO D'AGOSTINO, CODE 22560 KEIKO.DAGOSTINO@NAVY.MIL 53560 HULL STREET SAN DIEGO CA 92152			CODE N66001		7. ADMINISTERED BY (if other than 6) DCMA MANASSAS 14501 GEORGE CARTER WAY, 2ND FLOOR CHANTILLY VA 20151			CODE S2404A		8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)									
9. CONTRACTOR SOFTPOWER, LLC NAME DUNS #: 969933899 AND 3050 CHAIN BRIDGE ROAD, SUITE 420 ADDRESS FAIRFAX VA 22030-2834			CODE 6KKN1		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11. MARK IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input checked="" type="checkbox"/> SMALL DISADVANTAGED <input checked="" type="checkbox"/> WOMEN-OWNED										
12. DISCOUNT TERMS							13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Basic Contract Section G												
14. SHIP TO SEE SCHEDULE			CODE		15. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPS P.O. BOX 182264 COLUMBUS OH 43218-2264			CODE HQ0338		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; padding: 5px;">16. TYPE OF ORDER</td> <td style="width: 10%; padding: 5px;">DELIVERY/ CALL</td> <td style="width: 5%; padding: 5px;"><input checked="" type="checkbox"/></td> <td style="padding: 5px;">This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.</td> </tr> <tr> <td style="padding: 5px;"></td> <td style="padding: 5px;">PURCHASE</td> <td style="padding: 5px;"></td> <td style="padding: 5px;">Reference your quote dated Furnish the following on terms specified herein. REF:</td> </tr> </table>												16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.		PURCHASE		Reference your quote dated Furnish the following on terms specified herein. REF:
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.																
	PURCHASE		Reference your quote dated Furnish the following on terms specified herein. REF:																
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.																			
NAME OF CONTRACTOR				SIGNATURE				TYPED NAME AND TITLE				DATE SIGNED (YYYYMMDD)							
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:																			
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE																			
See Schedule																			
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT		22. UNIT PRICE		23. AMOUNT							
		SEE SCHEDULE																	
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.						24. UNITED STATES OF AMERICA TEL: 619-553-5727 EMAIL: kayla.garcia@navy.mil BY: Kayla L. Garcia				25. TOTAL \$138,013.56		26. DIFFERENCES							
27a. QUANTITY IN COLUMN 20 HAS BEEN																			
<input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED																			
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE											
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.		29. DO VOUCHER NO.		30. INITIALS									
f. TELEPHONE NUMBER						g. E-MAIL ADDRESS													
36. I certify this account is correct and proper for payment.																			
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER																	
						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		34. CHECK NUMBER							
												35. BILL OF LADING NO.							
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.		42. S/R VOUCHER NO.									

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Services CPFF Base Period, Services in accordance with the Statement of Work (SOW), Attachment 1 to this task order. This is a level of effort task order, severable in nature. The required level of effort for this period is (b)(4) labor hours to include overtime. FOB: Destination PURCHASE REQUEST NUMBER: 1300596996	1	Lot		(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	(b)(4)
	ACRN AA CIN: 130059699600001				(b)(4)
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Other Direct Costs (ODC) COST Materials for the Base Period. FOB: Destination PURCHASE REQUEST NUMBER: 1300596996	1	Lot		(b)(4)
				ESTIMATED COST	(b)(4)
	ACRN AA CIN: 130059699600001				(b)(4)
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Base Period Data IAW Exhibit A		Lot		NSP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Lot		(b)(4)
OPTION	Services CPFF Option 1 Period. Services in accordance with the Statement of Work (SOW), Attachment 1 to this task order. This is a level of effort task order, serverable in nature. The required level of effort for this period is (b)(4) labor hours to include overtime. Period of Performance: 1 year. FOB: Destination				
				ESTIMATED COST	(b)(4)
				FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Lot		(b)(4)
	Other Direct Cost (ODC) COST Materials for Option 1 Period. FOB: Destination				
				ESTIMATED COST	(b)(4)

OPTION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006			Lot		NSP
OPTION	Option 1 Period Data IAW Exhibit A				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		1	Lot		(b)(4)
OPTION	Services CPFF Option 2 Period. Services in accordance with the Statement of Work (SOW), Attachment 1 to this task order. This is a level of effort task order, serverable in nature. The required level of effort for this period is (b)(4) labor hours to include overtime. Period of Performance: 1 year. FOB: Destination				
				ESTIMATED COST	(b)(4)
				FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	Lot		(b)(4)
	Other Direct Costs (ODC) COST Materials for Option 2 Period. FOB: Destination				
				ESTIMATED COST	(b)(4)

OPTION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009			Lot		NSP
OPTION	Option 2 Period Data IAW Exhibit A				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		1	Lot		(b)(4)
OPTION	Services CPFF Option 3 Period. Services in accordance with the Statement of Work (SOW), Attachment 1 to this task order. This is a level of effort task order, serverable in nature. The required level of effort for this period is (b)(4) labor hours to include overtime. Period of Performance: 1 year. FOB: Destination				
				ESTIMATED COST	(b)(4)
				FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		1	Lot		(b)(4)
	Other Direct Cost (ODC) COST Materials for Option 3 Period. FOB: Destination				
				ESTIMATED COST	(b)(4)

OPTION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012			Lot		NSP
OPTION	Option 3 Period Data IAW Exhibit A				

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9201 PAYMENT OF FIXED FEE BASED ON STAFF-HOURS (TERM TYPE) (NOV 2003)

The fixed fee for work performed under this contract is (b)(4) for the Base Period, (b)(4) for the Option 1 Period, (b)(4) for the Option 2 Period, and \$5,734.00 for the Option 3 Period, *provided* that not less than the following staff-hours of direct labor are so employed on such work by the Contractor: (b)(4) hours for the Base Period, (b)(4) hours for the Option 1 Period, (b)(4) hours for the Option 2 Period, and (b)(4) hours for the Option 3 Period. If substantially less than the stated number of staff-hours of direct labor are so employed for such work, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make payments to the Contractor when requested as work progresses, but not more frequently than biweekly, on account of the fixed fee, equal to (b)(4) percent of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee. Any balance

of fixed fee due the contractor shall be paid to the Contractor, and any overpayment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government, at the time of final payment.

(End of clause)

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

5252.237-9601 KEY PERSONNEL (DEC 1999)

(a) The offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this clause.

(b) The offeror agrees that during the first 180 days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 180 day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

(c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(d) List of Key Personnel

<u>NAME</u>	<u>CONTRACT LABOR CATEGORY</u>
(b)(4)	Electronics Technician Maintenance II

(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(f) If the offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

(End of clause)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	POP 20-SEP-2016 TO 19-SEP-2017	N/A	N/A FOB: Destination	
0002	POP 20-SEP-2016 TO 19-SEP-2017	N/A	N/A FOB: Destination	
0003	POP 20-SEP-2016 TO 19-SEP-2017	N/A	N/A FOB: Destination	
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A
0011	N/A	N/A	N/A	N/A
0012	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 2116162020 A74 TU434 7 14VCND 25 2B0010 82309074TU03 20 021001

AMOUNT: \$138,013.56

CIN 130059699600001: \$138,013.56

CLAUSES INCORPORATED BY FULL TEXT

252.204-0002 LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

(End of clause)

5252.201-9201 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (MAR 2006)

(a) The Contracting Officer hereby appoints the following individual as Contracting Officer's Representative(s) (COR) for this contract/order:

CONTRACTING OFFICER REPRESENTATIVE

Name: (b)(6)

Code: H56C0

Phone Number: 808-474-5408

E-mail: (b)(6)

(b) It is emphasized that only the Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the PCO in writing. No action shall be taken by the Contractor unless the Procuring Contracting Officer (PCO) or the Administrative Contracting Officer (ACO) has issued a contractual change.

(End of clause)

ENTERPRISE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the FTDTL IPSS Operations & Maintenance (O&M) Support via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

(End of text)

Task Order Options

This task order includes options. These options may be exercised unilaterally by the Government under the authority of FAR 52.217-9 Option to Extend the Term of the Contract, which is included in the basic contract.

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	DD Form 1423, Contract	3	30-AUG-2016
	Data Requirements List		
Attachment 1	Statement of Work	4	15-JUL-2016
	(SOW)		
Attachment 2	Wage Determination WD	10	05-JAN-2016
	05-2153 (Rev. - 21)		